

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE CIVIL JURISDICTION
WRIT PETITION NO.4336 OF 2005

Mrs.Chandrakanta R.Wadhwa and others).. Petitioners
Versus
M/s.Saras Developers).. Respondents

Mr.L.C.Joshi for the Petitioners.

Mr.R.A.Thorat for the Respondents.

CORAM: SMT.NISHITA MHATRE, J.

DATED: 20TH JULY 2005

P.C.:

. This Petition is directed against the order dated 21st March 2005 passed by the Appellate Court of the Small Causes at Bombay in Appeal No.231 of 2004 whereby the Appeal filed by the Petitioners has been dismissed. The Petitioners were granted time to vacate and hand over possession of the suit premises till 30th June 2005.

2. It is the case of the Petitioners that although in 1993 a Memorandum of Understanding (MOU) was entered into between the Petitioners and the Respondents that the Petitioners would be given alternate accommodation admeasuring 600 sq.ft. in the new building which the Respondents were supposed to construct, the Respondents did not adhere with the understanding.

3. Admittedly, this MOU has not been registered.

The Petitioners also states that the Respondents did not act upon the MOU for payment of Rupees Fifteen Lakhs as mentioned in the MOU when the Respondents were not able to provide alternate accommodation to the Petitioners.

4. A Suit was filed under Section 16(1) of the Maharashtra Rent Control Act, 1999 by the Respondents on the ground that the Respondents required the suit premises in order to demolish them for erection of a new building. The trial Court has found that the Respondents have complied with all the requirements under Section 16(6) of the Act and has therefore decreed the Suit. The Appellate Court has confirmed the trial Court's findings. Both the Courts have concluded that since the document on which the Petitioners seek to rely on has not been registered, the same need not be acted upon by the Respondents.

5. I see no infirmity in the findings of the trial Court as well as the Appellate Court. Admittedly, all the other 27 tenants except the Petitioners have been housed in the new building which has been erected. The Petitioners' insistence on an area of 600 sq.ft. on the footing that the MOU should be acted upon has led to his refusal to occupy the new premises. Admittedly, the Suit filed by the Respondents was not for specific performance but for ejectment under Section 16 of the Act. In such circumstances, the findings of both the Courts below

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cannot be faulted. Hence, Petition rejected.